

Exhibit 19

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Superior Court Of California
County Of Los Angeles

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Sherri R. Carter, Executive Officer/Clerk
By: Charlie L. Coleman, Deputy

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JOANNE ANDERSON and
GARY ANDERSON,

Plaintiffs,

vs.

BORG-WARNER CORPORATION
by its successor-in-interest BORG-
WARNER MORSE TEC, INC.;
BRENNTAG NORTH AMERICA,
INC. (sued individually and as
successor-in-interest to MINERAL
PIGMENT SOLUTIONS, INC. and as
successor-in-interest to WHITTAKER
CLARK & DANIELS, INC.);
BRENNTAG SPECIALTIES, INC.
f/k/a MINERAL PIGMENT
SOLUTIONS, INC. (sued individually
and as successor-in-interest to
WHITTAKER CLARK & DANIELS,
INC.);
CYPRUS AMAX MINERALS
COMPANY (sued individually, doing
business as, and as successor to
AMERICAN TALC COMPANY,
METROPOLITAN TALC CO. INC.
and CHARLES MATHIEU INC. and
SIERRA TALC COMPANY and
UNITED TALC COMPANY);
FEDERAL-MOGUL ASBESTOS
PERSONAL INJURY TRUST (sued
as successor to FELT-PRODUCTS
MANUFACTURING CO.);
HONEYWELL INTERNATIONAL,
INC. f/k/a ALLIED-SIGNAL, INC.

Case No. **BC 6 6 6 5 1 3**

THIS ACTION CONSTITUTES COMPLEX
ASBESTOS LITIGATION – SUBJECT TO
THE GENERAL ORDERS CONTAINED IN
FILE NO. C 700000 – DEPT. 59

COMPLAINT FOR PERSONAL INJURY –
ASBESTOS (NEGLIGENCE; STRICT
LIABILITY AND LOSS OF CONSORTIUM)

(sued as successor-in-interest to
BENDIX CORPORATION);
IMERYS TALC AMERICA, INC.
(sued individually and as successor-in-
interest to LUZENAC AMERICA, INC.
successor-in-interest to CYPRUS
INDUSTRIAL MINERALS
COMPANY and WINDSOR
MINERALS, INC.);
JOHNSON & JOHNSON;
JOHNSON & JOHNSON
CONSUMER INC., a subsidiary of
JOHNSON & JOHNSON;
THE PEP BOYS - MANNY MOE &
JACK OF CALIFORNIA;
WHITTAKER CLARK & DANIELS,
INC.; and
DOES 1-450,

Defendants.

GENERAL ALLEGATIONS

COME NOW Plaintiffs, JOANNE ANDERSON and GARY ANDERSON (hereinafter
"Plaintiffs"), and complain and allege as follows:

1. The true names and capacities, whether individual, corporate, associate,
governmental or otherwise, of Defendant DOES 1 through 450, inclusive, are unknown to
Plaintiffs at this time, who therefore sue said Defendants by such fictitious names. When the
true names and capacities of said Defendants have been ascertained, Plaintiffs will amend this
Complaint accordingly. Plaintiffs are informed and believe, and thereon allege, that each
Defendant designated herein as a DOE is responsible, negligently or in some other actionable
manner, for the events and happenings hereinafter referred to, and caused injuries and damages
proximately thereby to the Plaintiffs, as hereinafter alleged.

2. At all times herein mentioned, each of the Defendants were the agent, servant,
employee and/or joint venture of their Co-Defendants, and each of them, and at all said times
each Defendant was acting in the full course and scope of said agency, service, employment
and/or joint venture. Plaintiffs are informed and believe, and thereon allege that at all times
herein mentioned, Defendants BORG-WARNER CORPORATION by its successor-in-
interest BORG-WARNER MORSE TEC, INC., BRENNTAG NORTH AMERICA, INC.
(sued individually and as successor-in-interest to MINERAL PIGMENT SOLUTIONS, INC.

Defendants, and each of them, have caused the destruction of Plaintiffs' remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity"; and that each such Defendant enjoys the goodwill originally attached to each such "alternate entity".

DEFENDANT

ALTERNATE ENTITY

BORG-WARNER CORPORATION

BORG-WARNER MORSE TEC INC.
BYRON JACKSON PUMPS
BORG-WARNER INC.

BRENNTAG NORTH AMERICA, INC.

MINERAL PIGMENT SOLUTIONS, INC
WHITTAKER, CLARK & DANIELS, INC.

BRENNTAG SPECIALTIES, INC.

MINERAL PIGMENT SOLUTIONS, INC.
WHITTAKER, CLARK & DANIELS, INC.

CYPRUS AMAX MINERALS COMPANY

SIERRA TALC COMPANY
UNITED TALC COMPANY
METROPOLITAN TALC CO. INC.
CHARLES MATHIEU INC.
AMERICAN TALC COMPANY

FEDERAL-MOGUL ASBESTOS
PERSONAL INJURY TRUST

FELT-PRODUCTS MANUFACTURING
CO.

HONEYWELL INTERNATIONAL, INC.

ALLIED SIGNAL, INC.
BENDIX CORPORATION
STROMBERG CARBURETOR
MERGENTHALER LINOTYPE
COMPANY

IMERYS TALC AMERICA, INC.

LUZENAC AMERICA, INC.
CYPRUS INDUSTRIAL MINERALS
COMPANY
WINDSOR MINERALS, INC.

JOHNSON & JOHNSON CONSUMER,
INC.

JOHNSON & JOHNSON

THE PEP BOYS MANNY MOE & JACK OF
CALIFORNIA

MMJ CORPORATION
PEP PROPERTIES, INC.

6. At all times herein mentioned, Defendants, their "alternate entities", and each of them, were and are engaged in the business of researching, manufacturing, fabricating, designing, modifying, labeling, assembling, distributing, leasing, buying, offering for sale,

1. supplying, selling, inspecting, servicing, installing, contracting for installation, repairing,
2. renting, marketing, warranting, re-branding, manufacturing for others, packaging, and
3. advertising asbestos, and/or raw asbestos fiber of various kinds and grades, and/or asbestos-
4. containing products, and/or asbestos-containing talc and/or other finished and unfinished
5. asbestos-containing talcum powder products, and/or equipment requiring and/or calling for the
6. use of asbestos and/or asbestos-containing products, and/or products designed to cut, saw, or
7. otherwise manipulate, and/or equipment solely designed to be used with asbestos-containing
8. products (hereinafter "Defendants' Products").

9. 7. At all times herein mentioned, Defendants, their "alternate entities", and each of
10. them, singularly and jointly, negligently and carelessly researched, manufactured, fabricated,
11. specified, designed, modified, tested or failed to test, abated or failed to abate, warned or failed
12. to warn of the health hazards, failed to recall and/or retrofit, labeled, assembled, distributed,
13. leased, bought, rented, offered for sale, supplied, sold, inspected, serviced, installed, contracted
14. for installation, repaired, marketed, warranted, re-branded, manufactured for others, packaged,
15. and advertised Defendants' Products including, but not limited to, those products identified in
16. paragraph 3 above, in that the Defendants' Products were unreasonably dangerous because
17. they released respirable asbestos fibers which resulted in personal injuries to users, consumers,
18. workers, bystanders, household members, and others, including Plaintiff JOANNE
19. ANDERSON herein (hereinafter collectively called "exposed persons"). Defendants' Products
20. were used at all times in a manner that was reasonably foreseeable to Defendants, their
21. "alternate entities", and each of them, thereby rendering Defendants' Products unsafe and
22. dangerous for use by "exposed persons". Plaintiffs herein allege that JOANNE ANDERSON
23. was exposed to asbestos that was caused to be released as a result of exposure to Defendants'
24. Products including, but not limited to, those products identified in paragraph 3 above, which
25. were a substantial contributing factor in the development of her malignant mesothelioma, and
26. therefore proximately caused Plaintiff JOANNE ANDERSON's injuries.

27. 8. Defendants, their "alternate entities", and each of them, had a duty to exercise
28. reasonable care while engaging in the activities mentioned above and each Defendant breached

1 said duty of reasonable care in that Defendants, and each of them, failed to safely and
2 adequately design, manufacture and/or sell Defendants' Products; failed to test Defendants'
3 Products; failed to investigate the hazards of Defendants' Products; failed to warn "exposed
4 persons", including Plaintiffs JOANNE ANDERSON and GARY ANDERSON, of the health
5 hazards of using Defendants' Products; failed to disclose the known or knowable dangers of
6 using Defendants' Products; failed to warn of the harmful exposures caused by use of
7 Defendants' Products; failed to obtain suitable alternative materials to asbestos when such
8 alternatives were available; and as otherwise stated herein.

9 9. Defendants' Products were and are hazardous to the health and safety of
10 Plaintiff, and others in Plaintiff's position personally using, working with and in close
11 proximity to Defendants' Products, and since on or before 1930, the hazards and dangerous
12 propensities of Defendants' Products were both known and knowable to the Defendants, their
13 "alternate entities", and each of them, through the use of medical and/or scientific data and
14 other knowledge available to Defendants, their "alternate entities", and each of them, at the
15 time of Defendants' manufacture, distribution, sale, research, study, fabrication, design,
16 modification, labeling, assembly, leasing, buying, offering for sale, supply, inspection, service,
17 installation, contracting for installation, repair, marketing, warranting, re-branding, re-
18 manufacturing for others, packaging and advertising, of Defendants' Products, which clearly
19 indicated the hazards and dangerous propensities of asbestos presented a substantial danger to
20 users, bystanders, and household members, including Plaintiff JOANNE ANDERSON, of
21 Defendants' Products through the intended and reasonably foreseeable use of Defendants'
22 Products.

23 10. Defendants, their "alternate entities", and each of them, knew, or reasonably
24 should have known, that Defendants' Products were dangerous and were likely to be
25 dangerous when used in their intended and reasonably foreseeable manner.

26 11. Defendants, their "alternate entities", and each of them, knew, or reasonably
27 should have known, that Defendants' Products would be personally used, installed, repaired,
28 maintained, overhauled, removed, sawed, chipped, hammered, mixed, scraped, sanded, swept,

1 broken, "ripped out," and/or used to cut, saw, grind, or otherwise manipulate products
2 containing asbestos, or otherwise disturbed in their ordinary, intended and foreseeable use,
3 resulting in the release of airborne hazardous and dangerous asbestos fibers, and that through
4 such activity, "exposed persons," including Plaintiff JOANNE ANDERSON herein, would be
5 exposed to said hazardous and dangerous asbestos fibers. Defendants, their "alternate
6 entities", and each of them knew or reasonably should have known that users, such as
7 Plaintiffs JOANNE ANDERSON and GARY ANDERSON, and others in their positions
8 personally using, working with and in close proximity to or otherwise exposed to dust from
9 Defendants' Products, would not realize or know the danger. Defendants, their "alternate
10 entities", and each of them, negligently failed to adequately warn or instruct of the dangers of
11 Defendants' Products and failed to recall and/or retrofit Defendants' Products. A reasonable
12 designer, manufacturer, distributor, seller, installer, buyer or supplier, under the same or
13 similar circumstances, would have warned of the dangers to avoid exposing others to a
14 foreseeable risk of harm. The negligent failure of Defendants, their "alternate entities", and
15 each of them, to warn was a substantial factor in causing harm to Plaintiff JOANNE
16 ANDERSON.

17 12. Plaintiff JOANNE ANDERSON personally used, handled, or was otherwise
18 exposed to asbestos from Defendants' Products referred to herein in a manner that was
19 reasonably foreseeable to Defendants, and each of them. Plaintiff's exposure to Defendants'
20 Products occurred at various locations set forth in Exhibit "A", which is attached hereto and
21 incorporated by reference herein.

22 13. As a direct and proximate result of the conduct of the Defendants, their
23 "alternate entities", and each of them, as aforesaid, Plaintiff JOANNE ANDERSON's
24 exposure to asbestos from her personal use and her Husband's use of Defendants' Products
25 caused severe and permanent injury to the Plaintiff, the nature of which, along with the date of
26 Plaintiff's diagnosis and the date she learned such injuries were attributable to exposure to
27 Defendants' Products are set forth in Exhibit "B", which is attached hereto and incorporated
28 by reference herein. Plaintiffs are informed and believe, and thereon allege, that progressive